AnnexureIII

K/W-3

G O V E R N M E N T O F K A R N A T A K A

BRUHAT BENGALURU MAHANAGARA PALIKE

TENDERS FOR THE WORK OF

“Annual maintenance of Ulsoor lake”
Rs. 70.00 Lakhs
(Two Cover)

Office Of Executive Engineer, East-Lakes, Room no 309,3rd floor, Annex-3 building,BBMP Head Office, N.R. Square, Bengaluru-560002

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BRUHATH BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer(East Zone, Lakes) Room No.309, 3rd Floor,Annex-3 building, Bruhat Bengaluru MahanagaraPalike head office, N.R .Square, Bengaluru– 560 002

Tender No:EE/Lakes/East/TN-01/2024-25 **Date:31.08.2024**

INVITATION FOR TENDER(IFT)-Two Cover
(Short term Tender Notification)
(Through GOK Karnataka Public Procurement Portal only)

Tenders on item rate basis are invited by the undersigned for the work mentioned below from the registered contractors of Bruhath Bengaluru Mahanagara Palike or equivalent registration with CPWD / KPWD / Railways / MES or any State Government Organizations.

The Tender documents can be downloaded from the GOK KPPP Website **(https://kppp.karnataka.gov.in)** on payment of prescribed fee noted against each item of work (nonrefundable) in the form of e-Payment through KPPP Platform. The Tenderer should accompany a copy of the Valid Registration Certificate and shall be submitted through KPPP. (Standard Tender Bid Document)

Sl. No	Name of the Work	Value of work (Rs. in Lakhs)	EMD (in Rupees)	Stipulated Period of Completion	Eligibility of Contractor
1	**Annual maintenance of Ulsoor lake**	**70.00**	136000/-	12 months	**General**

Tender Processing fee and EMD should be made in KPPP only using any of the following four modes of e-payment.

1. Credit Card
2. Direct Debit
3. National Electronic Fund Transfer (NEFT)
4. Remittance of the bank counter (OTC)

Note: Eligibility & Class of Contractors:

1) Class IV - Upto Rs 25.00 Lakhs
2) Class III - Upto Rs 200.00 Lakhs
3) Class II - Upto Rs 500.00 Lakhs
4) Class I - Any amount

Calendar of events:

1. Available of Tender Documents: **03.09.2024 after 10.00 hours**
2. Last Date & Time for receipt of Tenders: **10.09.2024upto 16:00 hours**
3. Opening of Technical bid: **11.09.2024 at 16:30 hours**
4. Opening of Financial bid: **After approval of Technical bid**

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK Karnataka Public Procurement Portal Platform **(https://kppp.karnataka.gov.in).**
2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
3. Tender documents may be downloaded from Government of Karnataka KPPP website **(https://kppp.karnataka.gov.in)**under login for Contractors. Aspiring Bidders/Contractors who have not registered in KPP Portal should register before participating through the website https://eproc.karnataka.gov.in or contact KPPP Helpdesk available in website.
4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the KPP Portal along with stipulated EMD notified in the tender document.
5. The tenders will be evaluated only on confirmation of receipt of payment of EMD.
6. The Tender will remain valid for **180 Days** from the Date of Opening of Tender.
7. The Contractor is not eligible for submission of application for tender form if he has not put the tender after purchase of the tender document continuously for three times.
8. The Successful tenderer will have to execute an agreement with BBMP within **Twenty days** of receipt of intimation of Letter of Acceptance, failing which his tender will be summarily rejected without giving any further Notice.
9. The Contractor / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.
10. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.
11. FSD will be refunded only after **1 Year** from date of completion after inspection from competent authority.
12. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
13. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
14. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract (Standard Tender Bid Document) also Tenderers are advised to go through the Standard Bid Documents.

15. Corrigendum/ modification/corrections, if any, will be published in the KPPP website only. For any clarification on KPPP training, can be contacted on office of Executive Engineer, Lakes-East, BBMP,3rd Floor,Annex 3, Head Office Premises, N,R Square, Bangalore-560002
16. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
17. Successful Tenderer should deliver to the employer a security deposits equivalent 5% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.
18. Successful Tenderer for the Reserved Category Security deposit for an amount equivalent to 5% of the contract price shall be deducted in every running bill. However, in case of first and final bill the entire security deposit shall be deducted from the final bill
19. An additional security for unbalanced bids (difference amount) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses (Including for the reserved category)
20. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
21. GST shall be paid to the tendered amount separately
22. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
23. All the participants should produce all the original documents for verification whenever necessary.
24. No Joint Venture / Consortium is permissible.
25. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderers.
26. Conditional Tenders will not be entertained and they are summarily rejected.
27. Further particulars can be had from the office of the Executive Engineer, Lakes-East, BBMP during the working days between 10.00 A.M. to 5.30 P.M.
28. If the Contractor has any liability whatsoever to the BBMP / Govt the same will be deducted from the Contractors bills.
29. Bidder shall submit the bids electronically before the stipulated date and time for the submission published in KPP portal. No tenders can be submitted after the due date and time as the portal will not accept late tenders.
30. The contractor / supplier can modify and correct or upload any other relevant document in the portal before last date and time of submission on KPPP. No modifications or withdrawal of tender is possible the closing time of the submission of the tender.

31. In the event of the specified date of tender opening being declared a holiday for the tender inviting authority, the tenders will be opened the next immediate working day.
32. As per Finance Secretariat Notification No: FD 876 Exp-12/2017, Dated: 15-09-2017, If the Contractor is a firm, then all the partners or members of the form shall belong to the Schedule Caste or Schedule Tribes as the case may be. In this regard the contractor, contract firm should produce the SC/ST Certificate issued by the Competent Authority.
33. As per Finance Secretariat Notification No: FD 876 Exp-12/2017, Dated: 15-09-2017, I no qualified tenders belonging to the Schedule Caste or Schedule Tribes participated in the bid in two attempts under the Karnataka Transparency in Public Procurement Rules (Amendment), 2017 then these works will be tendered as open category where in all eligible bidders of General or Schedule Castes or Schedule Tribes.
34. Tenderer shall furnish the document of domicile certificate (Residential certificate is not acceptable as per Finance Department letter dt:13-08-2019) as per GoK order for Reserved tenders.
35. The tenderer should upload valid Labour License copy and copies registered with ESIC (Employees State Insurance Corporation) and Employees Provident Fund Organization under Labour Act. And EPF & ESI shall be paid to the labours according to the Labor Act.
36. Bid capacity of the tenderer will be considered based on the actual labour potentiality.
37. The Tenderer shall provide life jackets, gloves, gum boots for the labours whom he is going to employ during the maintenance of the lake.
38. For Labour rates the contractor / Bidder shall not quote below the scheduled rates. If so the tender will be rejected.
39. The bidders/ Contractors should undertake to follow Labour Laws on, rules notification or any such Govt. Orders/ BBMP orders which are in force or which may be come into effect at any time of execution of contract. And also, he/ she should abide by the Commissioner's Office order no: B12(C1)/PR/20/2014-15 Dt: 08.08.2014

-sign-

Executive Engineer
(East zone,Lakes)
Bruhath BengaluruMahanagaraPalike

Copy to:

1. Copy submitted to the Chief Commissioner for kind information.
2. Copy submitted to the Zonal Commissioner (East) for kind information.
3. Copy submitted to the Addl. Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
4. Copy submitted to the Engineer-In-Chief for kind information.
5. Copy submitted to the Chief Engineer (East) for kind information.
6. Copy submitted to Chief Auditor / Chief Account officer for kind information

7. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
8. Copy to Acct.Suptd/ Cashier of Division office for necessary action..
9. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
10. Notice Board / Office Copy

Executive Engineer
East zone,Lakes
Bruhath BengaluruMahanagaraPalike

SECTION2:INSTRUCTIONSTOTENDERERS(ITT)

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A.General

1. Scope of Tender

1.1 The.....[2](Referredto asEmployerin thesedocuments)invitestendersfollowing TwoCovertenderprocedure,fromeligibleTenderers,fortheconstructionofworks(asdefinedinthese documents andreferred toas "the works") detailedinthe Table givenintheInvitationforTenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table giveninIFT.

2. EligibleTenderers

2.1 Tenderers shallnotbeunderadeclarationofineligibilityforcorruptandfraudulentpracticesissuedbythe Government of Karnataka

2.2 Tendersfrom Jointventuresarenotacceptable.

3. QualificationoftheTenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3:Qualification information.

3.2 To qualifyfor awardof thiscontract,each Tendererinitsname shouldhavein thelast fiveyears i.e.**2019-20 to 2023-24**

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civilengineering constructionworks only)ofRs.140 lakhs
[4]*(usuallynotlessthantwotimestheestimatedannualpayments under this contract)*;*

(b) satisfactorily completed(at least 90% of the contract value), as prime contractor, at least onesimilar work in any lakeofvalue notlessthanRs.35.00 lakhs
[6]*(usuallynotlessthan50%estimatedvalueofcontract)**

(c) executedinanyoneyear,thefollowingminimumquantitiesofwork:[7]

- **Clearing jungle 137000 sqm**
- **Deweeding 192000**sq**m**
- **Labour registration certificate 20 nos.**

*(usually80%ofthepeak annualrate ofconstruction)**

(d) –DELETED-

(e) –DELETED-

3.3 EachTenderer should further demonstrate

(a) Availabilitybyowningthefollowingkeyandcriticalequipmentforthiswork:[10]

- **JCB – 1 no. (own/lease)**
- **Tractor – 1 no. (own/lease)**
- **Water Tanker(6000ltr) – 1 no. (own/lease)**
- **Auto – 1 no. (own/lease)**

(b) liquid assets and /or availability of credit facilities of no less than **Rs17.50 Lakhs(Credit lines/letter of credit/ certificates from banks** for meeting the fund requirement etc. *(usually theequivalentoftheestimated cash flowfor three monthsinthe peakconstruction period)**

3.4 Toqualifyfor apackageof contractsmade upofthis andothercontracts forwhich tendersareinvited inthisIFT,theTenderermustdemonstratehavingexperienceand resourcestomeettheaggregate of the qualifying criteria for theindividual contracts.

3.5 –DELETED-

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if theiravailable tender capacity is more than the total tender value. The available tender capacity will becalculatedas under:

Assessed availabletendercapacity= (A*N*1.5- B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years*(updated to ———— [11]price level)* taking into accountthe completed as well as works inprogress.

N=Number of years prescribedfor completion of the works forwhich tenders are invited.

B = Value, at ————[12]price level, of existing commitments and on-going works to be

completedduringthe next.....years *(period ofcompletion ofthe worksfor which Tenders areinvited)*

3.7Eventhough the Tenderersmeetthe above criteria,theyare subjecttobe disqualified iftheyhave:

- made misleading or false representations in the forms, statements and attachments submitted inproofof the qualification requirements;and/or
- record of poor performance such as abandoning the works, not properly completing the contract,inordinatedelaysincompletion,litigation history,orfinancialfailuresetc.;and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tenderpricesand could notfurnish rationaljustification.

B. Tenderdocuments

4. ContentofTenderdocuments

4.1 Thesetof tender documents shallhaveallthe Sections giveninPage 2:
4.2 Both thesets shouldbecompleted andreturnedwith the tender.

5. AmendmentofTenderdocuments

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents byissuing addenda.
5.2 Any addendumthusissued shall bepart of thetender documents andshall be communicatedin writingorbycable toallthe purchasers of the tender documents.
5.3 To giveprospectiveTenderersreasonable timein whichtotakean addenduminto accountin preparingtheir tenders, the Employer shall extend as necessary the deadline for submission of tenders, inaccordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. DocumentscomprisingtheTender

6.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents asfollows::

6.1.1 First Cover:
(a) EarnestMoneyDeposit;
(b) QualificationInformationasperformatsgivenin Section3;

6.1.2 SecondCover:
(a) TheTender (in the formatindicated inSection 4)
(b) PricedBillofQuantities(Section9);

and any other materialsrequiredto becompleted and submittedbyTenderers inaccordance with theseinstructions. The documentslisted underSections 3,4, 6and 9 shallbe filledin withoutexception.

6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will soindicateinthe tendertogether withanydiscountsofferedfor the award ofmore than one contract.

7. Tenderprices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill ofQuantitiessubmittedbythe Tenderer.
7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items ofthe Works described in the Bill of Quantities along with total tender price (both in figures and words).**Items for which no rate or price is entered by the Tenderer will not be paid for by the EmployerwhenexecutedandshallbedeemedcoveredbytheotherratesandpricesintheBillofQuantities** .Corrections, ifany,shallbemadebycrossing out,initialing,dating and rewriting.
7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause,shallbeincluded in the rates,pricesand totalTender Pricesubmitted bytheTenderer.
7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contractand shallnotbesubject toadjustmenton anyaccount.

8. Tendervalidity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tendersubmission specified in Clause 12.A tender valid for a shorter period shall be rejected by theEmployeras non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request thatthe Tenderers may extend the period of validity for a specified additional period.The request and theTenderers'responses shallbe made inwriting or by cable.A Tenderermay refuse therequest withoutforfeiting his earnest money deposit.A Tenderer agreeing to the request will not be required orpermitted to modify his tender, but will be required to extend the validity of his earnest money depositfora period of the extension, andincompliance withClause 9 inallrespects.

9. Earnestmoneydeposit

9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit of **Rs. 136000/-**

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45days**beyond** the validity of the tender.

9.3 Any tendernot accompaniedby anacceptable earnestmoney depositandnot securedas indicatedinSub-Clauses9.1 and 9.2 above shallbe rejected bythe Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of thetendervalidityperiod specified inSub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signedthe Agreement and furnished the required Performance Security.

9.6 Theearnestmoneydepositmaybe forfeited:

(a) if the Tenderer withdraws the Tender aftertender opening during the period of tender validity;

(b) if theTendererdoesnotaccept thecorrectionoftheTender Price,pursuanttoClause19;or

(c) inthecaseofasuccessfulTenderer,iftheTendererfailswithinthespecifiedtimelimitto

(i) sign the Agreement; or

(ii) furnishtherequiredSecuritydeposit

10. Format and signing of Tender

10.1 As per KPPP.

D. SubmissionofTenders

11. Sealing and markingof tenders

11.1 Through KPP portal only.

12. Deadline for submission of the Tenders

12.1 Tenders must be received by the through**KPPPortalonly,before10.09.2024 by 16.00hours**.
12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment inaccordance withClause5,inwhichcase allrightsandobligationsoftheEmployer andtheTendererspreviouslysubject tothe originaldeadline willthenbesubject tothe newdeadline.

13. LateTenders

13.1 -DELETED-

14. Modificationand Withdrawalof Tenders

14.1 As allowed in KPP Portal

E. Tender opening and evaluation

15. Opening ofFirstCoverofallTenderersandevaluationtodeterminequalifiedTenderers:

15.1 The Employerwill openthe Technical bids through KPPPortal on **11.09.2024 after 16.30 hrs.**

15.2 -DELETED-

15.3 -DELETED-

15.4 -DELETED-

15.5 -DELETED-

15.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria definedin ITT Clause 2;(b) isaccompanied by the required earnestmoney deposit as per stipulationsin ITTClause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer willdrawouta listof qualified Tenderers.[16]

16. OpeningofSecondCoverofqualifiedTenderersandevaluation:

16.1 Financial bids will be opened through KPPP of the Technically qualified bidders after the Technical bids are approved by the competent Authority.

17. Process tobeconfidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders andrecommendations for the award of a contract shall not be disclosed to Tenderers or any other personsnot officially concerned withsuch process untilthe award to thesuccessful Tenderer hasbeenannounced. Any effort by a Tenderer to influence the Employer's processing of Tenders or awarddecisionsmayresultinthe rejection of his Tender.

18. ClarificationofTenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at hisdiscretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. Therequest forclarification andthe responseshallbe inwriting orby cable,butno changein theprice orsubstance of theTender shallbe sought, offered,or permittedexcept asrequired to confirmthecorrection of arithmetic errors discovered by the Employer in the evaluation of the Tenders inaccordance with Clause 20.
18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tenderfrom the time of the Tender opening to the time the contract is awarded.If the Tenderer wishes tobring additional information to the notice of the Employer, it should do so inwriting.

18.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tendercomparisonorcontractaward decisionsmayresult intherejection of theTenderers'Tender.

19. ExaminationofTendersanddeterminationofresponsiveness

19.1 Prior to the detailedevaluation of Tenders,theEmployer willdetermine whether eachTender; (a) hasbeenproperlysigned;and;(b)issubstantiallyresponsive to therequirementsof theTenderdocuments.

19.2 AsubstantiallyresponsiveTenderisonewhichconformstoalltheterms,conditions,andspecifications of the Tender documents, without material deviation or reservation. A material deviationor reservation is one (a) which affects in any substantial way the scope, quality, or performance of theWorks;(b)whichlimitsinanysubstantialway,inconsistentwiththeTenderdocuments,theEmployer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification wouldaffect unfairlythecompetitivepositionof otherTendererspresentingsubstantiallyresponsiveTenders.

19.3 If a Tender isnot substantially responsive, it will be rejectedby the Employer, andmay notsubsequently be made responsive by correction or withdrawal of the nonconforming deviation orreservation.

20. Correction oferrors

20.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmeticerrors.Errors will be correctedbythe Employer as follows:

(a) where there is a discrepancy between the rates infiguresandinwords, the lower of the twowill govern[17];and

(b) where there is a discrepancy between the unit rate and the line item total resulting frommultiplyingthe unit rateby the quantity,the unit rate asquoted will govern.

20.2 The amount stated inthe Tender will beadjusted by theEmployer inaccordance withthe aboveprocedure for the correctionof errors and,withtheconcurrence ofthe Tenderer, shall be considered asbinding upon theTenderer. Ifthe Tendererdoes notaccept thecorrected amountthe Tenderwill berejected, and the earnestmoney deposit may beforfeited in accordancewith Sub-Clause 9.6 (b).

21. Evaluationand comparison of Tenders

21.1 The Employer willevaluate and compareonly the Tendersdetermined to be substantially responsive inaccordance with Clause 19.

21.2 In evaluatingthe Tenders,the Employerwill determinefor eachTender theevaluated TenderPrice byadjusting the Tender Price as follows:

(a) makinganycorrection for errors pursuanttoClause 20;and

(b) making appropriate adjustments to reflect discounts or other price modifications offered inaccordance with Sub Clause 14.5.

21.3 The Employer reservesthe rightto accept orrejectanyvariation, deviation,or alternative offer.Variations, deviations, and alternative offers and other factors which are in excess of the requirementsof the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be takenintoaccountinTender evaluation.

F. Award ofContract

22. Awardcriteria

22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has beendetermined to be substantially responsive to the Tender documents and who has offered the lowestevaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible inaccordance withtheprovisionsof Clause2,and (b)qualified inaccordance withtheprovisions ofClause3.

23. Employer's righttoacceptanyTender andtorejectanyor allTenders

23.1 Notwithstanding Clause22, theEmployer reservesthe rightto acceptor rejectanyTender, andtocancel the Tender process and reject all Tenders, at any time prior to the award of Contract, withoutthereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform theaffectedTenderer or Tenderers of the grounds for the Employer's action.

24. NotificationofawardandsigningofAgreement

24.1 The Tendererwhose Tenderhas beenaccepted willbe notified ofthe awardbytheEmployerprior toexpiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. Thisletter(hereinafterandin the*ConditionsofContract*calledthe"LetterofAcceptance")willstatethesum that the Employer will pay the Contractor in consideration of the execution, completion, andmaintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in theContractcalled the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing ofSecurity depositin accordance withthe provisions of Clause 25.

24.3 The Agreement willincorporate all agreements betweenthe Employer andthe successful Tenderer.Itwill bekeptready forsignature ofthe successfulTenderer inthe officeof Employerwithin 30daysfollowing thenotificationofawardalongwiththeLetterofAcceptance. Within20daysofreceipt,thesuccessfulTendererwill sign the Agreementanddeliveritto theEmployer.

24.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer willpromptlynotifythe other Tenderers thattheir Tenders have been unsuccessful.

25. Securitydeposit

25.1 Within 20days ofreceipt ofthe Letterof Acceptance,thesuccessful Tenderershall deliverto theEmployer a Security deposit in any of the forms given below for an amount equivalent to **5%** of theContractprice :

- Cash or
- Banker's cheque/Demand draft,/Pay Order in favour of..... payable at..... or
- A bank guarantee inthe formgiven inSection 10;or
- Specified SmallSavingsInstrumentspledgedto.....

25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shallbe issued eitherby a Nationalized/Scheduled bank.

25.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interestbearing securities at the cost ofthe contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitutesufficientgrounds for cancellation of the award and forfeiture of the Earnestmoneydeposit.

26. CorruptorFraudulentpractices

26.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethicsduring the procurement andexecution of suchcontracts.In pursuance ofthis policy, GOK:

(a) will reject a proposal for award ifit determines that the Tenderer recommendedfor award hasengagedincorruptor fraudulentpractices in competing for the contractinquestion;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded aGOK contract if it at any time determines that the firm has engaged in corrupt or fraudulentpractices in competing for, orin executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions ofContract.

SECTION3:QUALIFICATIONINFORMATION

The information to be filledin by the Tendererhereunderwill be used for purposesof computing Tendercapacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporatedin the Contract.

1.1 ConstitutionorlegalstatusofTenderer [Attachcopy]

Place of _____

RegistrationPrincipalplaceo (Attach Copy)

fbusiness: _____

1.2 Totalvalue of 2019-20[18] _____

works executedand paymentsreceivedinthe lastfiveyears 2020-21_____

(inRs. Lakhs)[19] 2021-22_____

2022-23_____

2023-24_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during thefive years specified in1.2 above.

Project Name	Name of Employer	Descrip-tionof Work	Contract Number	Valueof contract ofRs.Lakhs	Dateof issue work order	SpecifiedActualdateof period of completion completion		Remarks explaining reasons for delay incompletion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specifiedin1.2 above:

Year	Nameof Work	Nameof Employer	Quantityofwork performed (cum)[20]			Remarks (Indicate contract reference)
			Jungle clearanc e	Deweeding	Labour	
2019-20						
2020-21						
2021-22						
2022-23						
2023-24						

1.5 Informationonworksfor whichTendershave beensubmittedandworks whichare yet tobecompleted as onthe date of thisTender.

(A) Existingcommitmentsandon-goingworks:

Description of Work	Place & State	Contract No. & Date	Name and Addressof Employer	Value of Contract (Rs.lakhs)	Stipulated period of completion	Value of works[21] remainingto be completed(Rs.lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for whichTendersalready submitted:

Description of Work	Place & State	Nameand Address of Employer	Estimated value of works (Rs.lakhs)	Stipulated period of completion	Date when decisionis expected	Remarks ifany
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6. The following items of equipment are considered essential for successfully carrying out the works. TheTenderershould furnish allthe information listed below.

Itemof Equipment	Requirement[22] RemarksNo. Age/	Ownedandavailable Capacity	Owned Capacity	Number/ Condition

1.7 Reports on thefinancial standing of the tenderer, such as profit and loss statements and auditor'sreports for the last five years;

1.8 Valid labour license and ESI , PF paid for a minimum 20 labours

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may providereferences if contacted by the Employer.

1.10 Evidence of access to financialresources to meet the qualificationrequirement specified in ITTClause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from theBankerinthesuggested formatas under:

BANKER'SCERTIFICATE

Thisis to certify that M/s. .....isa reputed companywith agood financial standing. If the contractfor this work, namely..... (*name ofthework)*is awardedtotheabovefirm,we shallbeabletoprovideoverdraft/creditfacilitiestotheextent ofRs. …… to meetthe workingcapital requirementsfor executingthe abovecontract

Sd/-
Name of the Bank, Senior Bank
MangerAddress:……
…….

1.11. Proposalsfor subcontracting componentsof works amountingtomore than20% of thecontract price .

Item of Work	Value of Sub-Contract	IdentifiedSub-Contractor (Nameand address)	Experienceofsimilarwork[23]

1.12 Information onlitigations inwhichthe Tendererisinvolved:

Other Party(ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

SECTION 4: FORMSOFTENDER,LETTEROF ACEPTANCE,NOTICETOPROCEEDWITHTHE WORK AND AGREEMENT FORM

Form ofTender

Description of theWorks: _____

_____

_____[24]

Tender

To : _____

Address:_____

_____[25]

GENTLEMEN,

We offertoexecutetheWorksdescribedaboveinaccordancewiththeConditionsofContractaccompanying thisTender for the Contract Price of_____*[infigures]*
*(*_____*)[in letters]*.[26]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand thatyou are not bound to accept the lowest or any Tender youreceive.

We undertake that,in competingfor (and,if theaward ismade tous, inexecuting) the abovecontract, wewillstrictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required bytheTender documents.

We attach herewith our current income-tax clearance

certificate.Yoursfaithfully,

AuthorizedSignature:

Name&TitleofSignatory: _____

NameofTenderer _____
Address: .....
- -
- -

LetterofAcceptance
(letterheadpaperoftheEmployer)

_____[date]

To: _____[name andaddress of the Contractor]

Dear Sirs,

Thisis to notifyyou thatyour Tender dated_____for executionof the _____ [nameofthecontract andidentificationnumber, asgivenintheInstructionsto Tenderers]fortheContractPrice of Rupees ——_____(_____)[amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers ishereby accepted by our Agency.

You are herebyrequested tofurnish Securitydeposit, inthe formdetailedinPara 25.1of ITT for anamount ofRs.——————within 20daysof thereceipt ofthisletter ofacceptance validupto 30daysfromthedate of expiry of Defects LiabilityPeriod i.e. up to.....andsign thecontract, failingwhich actionas stated in Para25.4 ofITT willbetaken.

Yoursfaithfully,

AuthorizedSignature

Name and Title of

SignatoryNameof Agency

Issue ofNoticetoproceed withthework
(letterhead of the Employer)

——————(date)

To

——————————————(nameandaddressoftheContractor)

_____

_____

DearSirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing ofthe contractagreement fortheconstruction of——————[27]aTender PriceofRs.——————, youarehereby instructedtoproceed with theexecution ofthesaidworksinaccordance withthecontract documents.

Yours

faithfully,(Signature,nameandtitleofsignatoryauthorizedtosign

onbehalfofEmployer)

AgreementForm

Agreement

Thisagreement,madethe_____dayof_____20_____,
between_____
_____[nameand addressofEmployer]
(hereinaftercalled"the Employer")of theone partand_____

_____[nameandaddress of contractor]
(hereinaftercalled "theContractor") ofthe otherpart.

Whereasthe Employeris desirousthatthe Contractorexecute _____

_____[
name and identification number ofContract] (hereinafter called "theWorks") and the Employer hasacceptedthe Tender by the Contractor for the execution and completion of such Works and the remedying of any defectsthereinat a contract price of Rupees.....

NOWTHISAGREEMENTWITNESSETHasfollows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned tothem in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be readandconstrued as partof this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned,the Contractor hereby covenants with the Employer to execute and complete the Works and remedy anydefectstherein inconformityinallaspects withthe provisions of theContract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion ofthe Works and the remedyingthe defects wherein the ContractPrice or such other sumas may becomepayableunder theprovisions ofthe Contractatthetimes andinthemanner prescribedbytheContract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement,viz:
   - i) LetterofAcceptance;
   - ii) Noticeto proceedwith the works;
   - iii) Contractor'sTender;
   - iv) ContractData;
   - v) Conditionsofcontract(including SpecialConditionsofContract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) BillofQuantities;and
   - ix) Anyotherdocumentlistedin theContract Dataasforming partofthe contract.

Inwitness whereofthe parties theretohave caused thisAgreement tobeexecuted theday and yearfirst beforewritten.

TheCommonSealof _____
was hereunto affixed inthe presence of:
Signed,Sealed and Delivered bythesaid _____

_____

in thepresence of:
BindingSignatureofEmployer _____
BindingSignatureofContractor _____

SECTION5:CONDITIONSOFCONTRACT

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ConditionsofContract

A.General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract butkeep theirdefined meanings. Bold lettersare used to identifydefinedterms.

BillofQuantitiesmeansthepricedandcompletedBillofQuantitiesformingpartoftheTender.
Compensationeventsarethose definedinClause34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer inaccordance with Sub Clause 38.1.
The **Contract**isthe contractbetween the Employerand theContractor toexecute, complete andmaintain theWorks. Itconsists ofthe documentslistedinClause2.3below.
The**ContractData** defines thedocumentsand otherinformationwhich comprisetheContract.
The **Contractor**isapersonorcorporate bodywhoseTendertocarryout theWorkshasbeenacceptedbythe Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to theEmployer.
The **Contractprice** isthe pricestated inthe LetterofAcceptanceand thereafteras adjustedinaccordance with the provisions of the Contract.
Days arecalendar days; **months** arecalendarmonths.
A **Defect**is anypart ofthe Worksnot completedin accordancewith theContract.
The **Defects liability period** is the period named in the Contract Data and calculated from theCompletion Date.
The**Employer**isthepartywho willemploytheContractorto carryouttheWorks.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct theWorks.
The**InitialContractprice**istheContractPricelistedintheEmployer'sLetterofAcceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall completethe Works. The Intended Completion Date is specified in the Contract Data. The Intended CompletionDatemaybe revised onlybythe Employer byissuingan extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in theWorks.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemicalorbiologicalfunction.
The **Site**is theareadefined assuchin theContractData.
Specification means the Specification of the Works included inthe Contract and anymodification oradditionmade or approved bythe Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commenceexecutionof the works. It does notnecessarilycoincide withanyof the SitePossession Dates.
A **Subcontractor** is a person orcorporate bodywho has aContract withthe Contractor tocarry outapartof the work inthe Contract which includes work on the Site.
A**Variation** is aninstruction given bytheEmployer which variesthe Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to theEmployer,as defined in the ContractData.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female orneuter, and the other way around. Headings have no significance. Words have their normal meaningunder the language of the Contractunless specifically defined. The Employer will provideinstructionsclarifying queries about theConditions ofContract.

2.2 ThedocumentsformingtheContractshallbeinterpretedin the followingorderofpriority:

(1) Agreement
(2) Letter ofAcceptance,noticeto proceed withthe works

(3) Contractor'sTender
(4) Contract Data
(5) ConditionsofContract
(6) Specifications
(7) Drawings
(8) Billofquantitiesand
(9) anyotherdocumentlisted in theContractData asformingpartof theContract.

3. Lawgoverningcontract

3.1 Thelawgoverning the Contract is the Lawsof India supplanted bythe Karnataka LocalActs.

4. Employer'sdecisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between theEmployerand the Contractor .

5. Delegation

5.1 The Employer maydelegate anyof hisduties andresponsibilities toother peopleafter notifyingtheContractorand maycancelanydelegationafter notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when inwriting.Anoticeshallbeeffectiveonlywhen itisdelivered(in termsofIndianContractAct).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contractwithout the approvalof theEmployer in writing.Subcontracting doesnot alterthe Contractor'sobligations.

8. OtherContractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities,andthe Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may bestipulated by GOKfromtime totime during theexecution of thework. The technicalstaff soemployedshall beavailable atsite asmaybestipulated bythe Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member ofthe Contractor's staff orhis work force stating the reasons, the Contractor shall ensure that the person leaves the Site withinsevendays and has no further connection withthe work inthe Contract.

10. Employer'sandContractor'srisks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractorcarries the risks which this Contractstatesare Contractor's risks.

11. Employer'srisks

11.1 The Employer isresponsible for theexcepted risks whichare (a)in so farasrebellion,riotcommotion or disorderor (b) a cause due solely to the design of the Works, other than theContractor's design.

12. Contractor'srisks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise duringand inconsequence of the performance of the Contract other than the excepted risks are theresponsibility of the Contractor.

13. Queries abouttheContractData

13.1 TheEmployerwillclarifyqueriesontheContractData.

14. ContractortoconstructtheWorks

14.1 TheContractorshallconstructtheWorksinaccordancewiththeSpecificationandDrawings.

15. The WorkstobecompletedbytheIntendedCompletionDate

15.1 The Contractor maycommence execution of the Works on the Start Dateand complete them by theIntendedCompletion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site isthe property of the Employer. The Contractor is to notify the Employer of such discoveries and carryoutthe Employer's instructions for dealing withthem.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part isnot given by the date stated in the Contract Data the Employer is deemed to have delayed the start oftherelevantactivities and this will beCompensationEvent.

19. Access tothe Site

19.1 The Contractor shallallow the Employerandany personauthorized by theEmployer access totheSite, toanyplacewhere workinconnectionwiththe Contractisbeingcarriedout orisintendedto becarried out and to any place where materials or plant are being manufactured /fabricated / assembledfor the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable lawswherethe Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval aProgramshowing the general methods,arrangements, order, and timing forall the activities in theWorks.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractormay revise the Program and submit it to the Employer again at any time. A revised Program is to showthe effectof Variationsand Compensation Events.

22. ExtensionoftheIntendedCompletionDate

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or aVariation is issued which makes it impossible for Completion to be achieved by the IntendedCompletion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Eventor Variation and submittingfull supporting information.

23. Delays orderedbytheEmployer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within theWorks.

24. Managementmeetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of amanagementmeetingshallbetoreviewtheprogressachievedandtheplansforremainingwork.

24.2 The responsibility ofthe parties foractions to betaken isto be decidedby the Employereither atthemanagement meeting or after the management meeting and stated in writing to be distributed to allwhoattended the meeting.

C. QualityControl

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that arefound. Such checkingshall notaffect theContractor's responsibilities. The Employer mayinstruct theContractor to search for a Defect and to uncover and test any work that the Employer considers mayhave a Defect

26. Tests

26.1 If the Employerinstructs the Contractorto carry outa test notspecified inthe Specification tocheckwhether any work hasa Defect and thetest shows that it does, the Contractor shall payfor the test andanysamples. If there is noDefect thetest shall bea CompensationEvent.

27. Correctionofdefects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects LiabilityPeriod, which begins at Completion and is defined in the Contract Data. The Defects Liability Periodshallbe extended for as long as Defects remaintobe corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the lengthoftime specified by the Employer’s notice.

28. Uncorrecteddefects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, theEmployer willassess thecost ofhaving theDefectcorrected,and theContractor willpaythis amount.

D. Cost Control

29. BillofQuantities(BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to bedone bytheContractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the workdone at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as consideredrnecessaryor advisablеduring the progress of the work byhim
(a) IncreaseordecreaseofanyitemofworkincludedintheBillofQuantities(BOQ);
(b) Omitanyitemofwork;
(c) Changethecharacterorqualityorkind ofanyitemofwork;
(d) Changethelevels, lines,positions anddimensions ofanypartof thework;
(e) Executeadditionalitemsof workof any kindnecessaryforthe completion ofthe works;and
(f) Changeinanyspecifiedsequence, methods or timingof construction ofanypartof thework.

30.2 The Contractor shallbe bound tocarry out thework inaccordancewith anyinstructions in thisconnection, which may be given to him in writing by the Employer and such alteration shall not vitiateor invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, providedthat no order in writing shall be required for increase or decrease in the quantity of an item appearingin the BOQ so long as the work executed conforms tothe approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no suchconfirmation is receivedwithin 15 daysof request,itshall bedeemed tobe an orderin writingby theEmployer.

31. PaymentsforVariations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill ofQuantitiesshall be made at therates quoted bythe Contractor.
For quantities in excessof 125% ofthe tendered quantityof an itemas given inthe BOQ, theContractor shall be paid at the rate entered in or derived fromin the Schedule of Rates (applicable forthe area of the work and current at the time of award of contract) plus or minus the overall percentageof the original tendered rates over the current Schedule of Rates prevalent at the time of award ofcontract.

31.2 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts wouldbe made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for thearea of the work and current at the time of award of contract) and if found feasible the payment wouldbe made at the derived rate for the item plus or minus the overall percentage of the original tenderedrates over the currentSchedule of Rates prevalent at the time of award of contract

31.3 If the ratesfor additional,substituted oraltered itemof workcannot bedetermined eitheras at31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported byanalysisof the rate orrates claimed, within7 days.

31.4 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation andmake a changeto theContract Price whichshall bebased on Employer’sown forecastof theeffects oftheVariation on the Contractor's costs.

34.5 If the Employer decides that the urgency of varying the work would prevent a quotation being givenand considered without delaying the work, no quotation shall be given and the Variation shall betreated as a Compensation Event.

31.6 Under no circumstancesthe Contractorshall suspend thework onthe pleaof non-settlement ofratesforitems falling under this Clause.

32. Submission ofbillsforpayment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less thecumulativeamountpaidpreviously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed whichshall comprise of(i) value ofthe quantities of the items in the BOQ completed and (ii) valuation ofVariationsand Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any itempreviouslypaidinthe lightoflater information.

33. Payments

33.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract andtaxes, at source, as applicable under the law.The Employer shall pay the Contractor the within 60daysof submissionof bill.

33.2 Items of the Works for whichnorate or price has beenentered inwill notbe paidfor bythe Employerandshallbe deemed covered byother rates and prices inthe Contract.

34. Compensationevents

34.1 The followingareCompensation events unlesstheyare causedbytheContractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date statedin the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructionsrequiredfor execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests uponwork which is then found tohave no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by theEmployer, or additionalwork required for safety or other reasons.

(e) Theeffecton theContractor of anyof the Employer’s Risks.

(f) The Employer unreasonablydelays issuing a Certificateof Completion.

(g) OtherCompensationEventslistedintheContractDataormentionedintheContract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completedbefore the Intended Completion Date, the Contract Price shall be increased and/or the IntendedCompletion Date is extended. The Employer shall decide whether and by how much the Contract Priceshallbeincreased andwhetherand byhowmuchtheIntended CompletionDateshall beextended.

34.3 As soon as information demonstrating the effect of each Compensation eventupon the Contractor'sforecast cost has beenprovided bytheContractor, it isto be assessedby the Employerand theContract Price shall beadjustedaccordingly. If the Contractor's forecast is deemed unreasonable, theEmployer shall adjust the Contract Price based on Employer’s own forecast. The Employer willassumethat the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests areadversely affected by the Contractor not having given early warning or not having cooperated with theEmployer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Addendum-1, As per Go Order ಆಇ 417 ವೆಚ್ಚ–12/2024 ದಿನಾಂಕ 09–08–2024 The Tender has been called excluding GST. Hence The Bidders has to quote the rates without GST .

36. Liquidateddamages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the ContractData for each day that the Completion Date is later than the Intended Completion Date.The totalamount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employermay deduct liquidated damages from payments due to the Contractor. Payment of liquidated damagesdoesnotaffect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employershall correct any overpayment of liquidated damages by the Contractor by adjusting the next paymentofbill.

37. Cost of repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date andthe end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost iftheloss or damage arises fromtheContractor's acts or omissions.

E. FinishingtheContract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and theEmployer will do so upon deciding that the Work is completed.

39. Taking over

39.1 TheEmployershalltakeovertheSiteandtheWorkswithinsevendaysofissuingacertificateofCompletion.

40. Finalaccount

40.1 The Contractor shallsupply tothe Employera detailedaccount of thetotal amountthat theContractorconsiders payable under the Contract before the end of theDefects Liability Period. The Employershall issue a Defect Liability Certificate and certify any final payment that is due to the Contractorwithin 90 days of receivingthe Contractor's account if itis correct and complete.If it is not, theEmployer shall issue within 90 days a schedule that states the scope of the corrections or additions thatare necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employershall decide on the amount payableto the Contractor andmake payment within60 days of receivingthe Contractor’srevised account.

41. Asbuilt drawings

41.1 If “as built”[28]Drawingsare required, the Contractor shall supply them by the dates stated in theContractData.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do notreceive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Datafrompayments due tothe Contractor.

42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamentalbreach of the Contract.

42.3 Fundamental breaches ofContract include, butshall not be limited tothe following:

(a) the Contractor stops work for45 days when no stoppageof work is shownon the currentProgramand the stoppage has not beenauthorized bythe Employer;

(b) the Employer instructs the Contractor to delay the progress of the Works and theinstructionis notwithdrawn within60 days;
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstructionoramalgamation;
(d) a payment due to the Contractor is not paid by the Employerwithin 90 days of the date ofthesubmissionof the Bill byContractor;
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamentalbreach ofContractand theContractorfails to correctitwithin areasonableperiod oftimedeterminedbythe Employer;
(f) the Contractor doesnot maintain asecuritywhichis required;
(g) the Contractor has delayed the completion of works by the number of days for which themaximumamountofliquidateddamagescanbepaid asdefinedintheContractdata;and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulentpractices in competing for orin the executing the Contract.
For thepurpose ofthisparagraph :"corruptpractice"meansthe offering,giving, receivingor soliciting of any thing of value to influence the action of a public official in theprocurement process or in contract execution."Fraudulentpractice" means amisrepresentation of facts in order to influence a procurement process or the execution of acontract to the detriment of the Borrower, and includes collusive practice among Tenderers(prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and opencompetition."

42.4 When eitherparty totheContract givesnotice ofabreach ofcontractto the Employerfor acause otherthan those listedunder Sub Clause42.2 above,theEmployer shalldecide whether thebreach isfundamentalor not.
42.4 NotwithstandingtheabovetheEmployermayterminatetheContractforconvenience.
42.5 If theContract isterminatedtheContractorshall stop work immediately, make theSite safeand secureand leave the Site as soon as reasonablypossible.

43. PaymentuponTermination

43.1 If the Contract is terminated becauseof a fundamental breach ofContractby the Contractor, theEmployer shall prepare bill forthe value of thework done less advancepayments received up tothedate of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted atsource asper applicablelawand lessthepercentage toapply tothework notcompletedas indicatedinthe Contract Data. Additional Liquidated Damages shall not apply.If the total amount due to theEmployer exceeds any payment due to the Contractor the difference shall be a debt payable to theEmployer.
43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach ofContract by the Employer,theEmployer shall preparebill forthe valueof the work done,thereasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solelyon the Works, and the Contractor's costs of protecting and securing the Works and less advancepayments received upto thedate ofthe certificate,less otherrecoveries duein terms ofthe contract,and less taxes due to bededucted at source as per applicablelaw and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be theproperty of the Employer,ifthe Contract is terminated because of aContractor's default.

45. Releasefromperformance

45.1 If the Contract is frustratedby anyevent entirely outside the control of either the Employer or theContractor the Employer shall certify that the Contract has been frustrated. The Contractor shall makethe Sitesafe andstopwork asquicklyas possibleafterreceiving this certificate andshallbe paidforall work carried outbefore receiving itand for anywork carried outafterwards to whichcommitmentwasmade

F. SpecialConditionsofContract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for theengagement of all staff and labour, local or other, and for their payment, housing, feeding andtransport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in suchform and at such intervals as the Employer may prescribe, showing the staff and the numbers of theseveral classes of labour from time to time employed by the Contractor on the Site and such otherinformationas the Employer mayrequire.

2. Compliancewithlabourregulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by allexisting labour enactments and rules made there under, regulations, notifications and bye laws of theState or Central Government or local authority and any other labour law (including rules), regulations,bye laws that may be passed or notification that may be issued under any labour law in future either bythe State or the Central Government or the local authority. The Contractor shall keep the Employerindemnified in case any action is taken against the Employer by the competent authority on account ofcontraventionofanyoftheprovisionsofanyActorrulesmadethereunder,regulationsornotifications including amendments. If the Employer is caused to pay or reimburse, such amounts asmay be necessary to cause or observe, or for non-observance of the provisions stipulated in thenotifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of theContractor, Employer shall have the right to deduct any money due to the Contractor including hisamountofsecuritydeposit.TheEmployershallalsohaverighttorecoverfromtheContractoranysumrequire dorestimatedtoberequiredformakinggoodthelossordamagesufferedbytheEmployer.

TheemployeesoftheContractorandtheSub-Contractorinnocaseshallbetreatedastheemployeesofthe Employer atanypointof time.

3. Protection of Environment:

Thecontractorshall takeall reasonablestepstoprotect theenvironment onandofftheSiteandtoavoid damage or nuisance to persons or to property of the public or others resulting from pollution,noise or other causes arising as a consequence of his methods of operation. During continuance of thecontract, the contractor and his sub-contractors shall abide at all times by all existing enactments onenvironmental protection and rules made there under, regulations, notifications and bye-laws of theState or Central Government, or local authorities and any other law, bye-law, regulations that may bepassed or notification that may be issued in this respect in future by the State or Central Government orthelocal authority.

[AddotherClausesspecifictotheworkforwhich tendersareinvited.]

SECTION6:CONTRACTDATA

Items marked"N/A"donotapplyin thisContract.

Thefollowing documentsare also partof theContract:	**ClauseReference**
TheEmployer is :	
Name:_____	[1.1]
Address: _____	
Nameofauthorized Representative:_____	
Thenameandidentificationnumberofthecontract is _____ [insertnameandnumber asindicatedintheInvitationfor Tenders].	[1.1]
TheWorksconsistof ..... [briefsummary,includingrelationshipto othercontractsundertheProject].	
The start date shall be the date of issue of notice to proceedwith the work.	[1.1]
TheIntendedCompletionDateforthewhole of theWorks is .....[29]	[15,
22]Thefollowing documentsalso formpartof the Contract:	[2.2]
_____ _____ _____	
TheSitePossessionDateis:[30]	[18]
TheSiteis located at_____ and is defined indrawings nos. _____ _____	[1.1]
TheDefectsLiabilityPeriodis_____days[31].	[27]
Theliquidated damagesfor thewhole of theworks are Rs._____ (amount) per day[32]	[36]
Themaximumamountofliquidateddamagesforthewholeoftheworks	[36]

isten percent of finalcontract price.

The date by which "as-built"[33]drawings (in scale …[34]) in 2 sets are required is within 30 days of issueof certificate of completion .. [41]

The amount to be withheldfor failing to supply"as built"[35]drawings by the date required is Rs._____ [41]

The following eventsshall also befundamental breachof the contract: [42.2]

1. The contractor has contravened Sub-clause 7.1 andClause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's[43.1]additionalcost for completingthe Worksshall be 30[36]percent.

SECTION7:SPECIFICATIONS

SECTION8:DRAWINGS

SECTION 9: BILL OF QUANTITIES

				Rate (Rs)		
Sl. No.	Description of item(with briefspecification andreferencetoBookof specification)	Quantity	Unit	In figures	In words	Amount(Rs)
Total Tender Price (infigures)						
(inwords)						

Note:

(1) Item for which no rate or pricehas been entered in will not be paid for by the Employer when executedand shall be deemedcovered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2and CCClause 33.2).

(2) Unitrates and prices shallbe quoted bythe Tenderer inIndian Rupees.

(3) Where thereisadiscrepancy betweentheratein figures andwords,thelowerof thetwowillgovern.[ITBClause 20.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying theunit rate by quantity, the unit ratequoted shall govern [ITB Clause 20.1(b)]

SECTION10:FORMATOFBANKGUARANTEEFORSECURITYDEPOSIT

To: _____*[name ofEmployer]*
_____ *[address ofEmployer]*

WHEREAS_____*[nameand address ofContractor]*(hereinafter called "theContractor") has undertaken, inpursuance ofContract No._____dated_____toexecute _____ *[name of Contract and brief description of Works]* (hereinafter called "theContract");

AND WHEREASit hasbeen stipulatedbyyou inthesaidContractthat the Contractor shallfurnishyou with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance withhisobligations in accordance with the Contract;

AND WHEREASwehaveagreedtogive theContractorsuchaBankGuarantee;

NOWTHEREFORE we here by affirm that we are the Guarantor and responsible to you, on behalf of the Contract or,up to a total of Rs.____*[amount of guarantee]*[37]_Rupees _____*[inwords]*,and weundertaketopayyou, upon your first written demand and without cavil or argument, any sumor sums within the limits of _____ *[amount ofguarantee]*[38]as aforesaid without your needing toprove or toshowgrounds orreasons for your demand for the sumspecified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or ofthe Works to be performed there under or of any of the Contract documents which may be made between youand the Contractorshall in anyway releaseus fromanyliability underthis guarantee, andwe herebywaivenoticeof anysuch change, addition or modification.

ThisguaranteeshallbevaliduntilDaysfromthedateofexpiryoftheDefectsLiabilityPeriod.

Signature and sealof theguarantor _____ NameofBank _
Date _____